

EXHIBIT 3



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AMENDMENT I
to
SHELTER PLAN SERVICE AGREEMENT

The Amendment I is attached to and made a part of that certain Shelter Plan Service Agreement which took effect December 9, 2002 (the "Agreement") executed by OFFSHORE INTERNATIONAL, INCORPORATED, an Arizona corporation ("Offshore"), and DELPHI AUTOMOTIVE SYSTEMS LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Client").

The Client and Offshore desire to extend the term of the Agreement in exchange for certain mutual commitments with regard to building improvements and frequency of certain price adjustments.

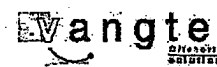
Offshore is willing to accommodate Client's desire to modify the term of the Agreement, complete certain building improvements, and adjust the frequency of certain price adjustments, subject to Client's continuing financial commitments under the Agreement as modified by this Amendment I.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

AGREEMENTS:

1. **Terminology:** The terminology used herein that is defined in the Agreement will have the same meaning when used herein, unless otherwise defined in this Amendment I.
2. **Agreement Term:** Client and Offshore agree that the Agreement's term, originally defined in Article VIII shall be extended for a period of three (3) years (the "Extended Term"), from the effective date of this Amendment I, December 10, 2006 until December 9, 2009.
3. **Cancellation of Shelter Fee Adjustment:** Offshore agrees to cancel, until the final year of the Extended Term, the application of the Economic Factors Adjustment (the "EFA") to the Shelter Plan Fee. The final year of the Extended Term runs from December 10, 2008 through December 9, 2009. Offshore shall inform Client of the amount of the adjustment and the resulting Shelter Plan Fee rates no later than 30 days prior to December 10, 2008. The EFA is applied in accordance with the procedure described in Exhibit C of the Agreement. The intent of the EFA is to preserve, in a general

The Offshore Group Family of Companies



way, the financial expectations of the parties as they existed at the commencement of the Extended Term.

4. Certain Building Upgrades: Offshore agrees to

- a. Complete the replacement of air conditioning units in the production area of the Mexican Facility (total investment of approximately \$253,300).
- b. Complete the re-roofing process of the Mexican Facility (total investment approximately \$299,174).

5. Assumption: Client shall take the steps necessary in the bankruptcy court to assume the Agreement and this Amendment I under 11 U.S.C. 365.

6. Miscellaneous: Except as set forth herein, the terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties execute this Amendment I on the dates set forth beneath their respective signatures, with the intent that it becomes effective on date cited in Paragraph 2 of this Amendment I.

OFFSHORE INTERNATIONAL,
INCORPORATED, an Arizona Corporation

DELPHI AUTOMOTIVE SYSTEMS LLC,
a Delaware limited liability company

By: [Signature]
Its: Exec. V.P./Chief Financial Officer

By: [Signature]
Its: _____

Date: 12/12/2006

Date: 12/11/06

